Company Tracking Number:

TOI: HOrg02G Group Health Organizations - Health Sub-TOI: HOrg02G.002B Any Size Group - POS

Maintenance (HMO)

Product Name: HMO

Project Name/Number: UnitedHealthcare Provider Agreement/

Filing at a Glance

Company: UnitedHealthcare of Arkansas, Inc.

Product Name: HMO SERFF Tr Num: UHLC-125901980 State: ArkansasLH

TOI: HOrg02G Group Health Organizations - SERFF Status: Closed State Tr Num: 40998

Health Maintenance (HMO)

Sub-TOI: HOrg02G.002B Any Size Group - Co Tr Num: State Status: Approved-Closed

POS

Filing Type: Form Co Status: Reviewer(s): Rosalind Minor

Authors: Lori Anderson, Ebony

Terry, Cathy Dykhouse

Date Submitted: 12/03/2008 Disposition Status: Approved-

Closed

Disposition Date: 12/03/2008

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: UnitedHealthcare Provider Agreement Status of Filing in Domicile: Authorized

Project Number: Date Approved in Domicile: Requested Filing Mode: Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Overall Rate Impact: Group Market Type:

Filing Status Changed: 12/03/2008

State Status Changed: 12/03/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

On behalf of United HealthCare of Arkansas, Inc. and their affiliates (collectively "United"), enclosed for your review, please find the following new Amendment to the ACN Provider Agreement. This Amendment will be used by ACN Group, Inc. ("ACN"), a UnitedHealth Group company, who provides a Chiropractic and Alternative Medicine network to our members.

Company Tracking Number:

TOI: HOrg02G Group Health Organizations - Health Sub-TOI: HOrg02G.002B Any Size Group - POS

Maintenance (HMO)

Product Name: HMO

Project Name/Number: UnitedHealthcare Provider Agreement/

- 1. Amendment to the Provider Agreement, form number: ACN/AMEND 2008. This Amendment will allow ACN to include additional programs to its current provider agreement. This Amendment will be used with the following already approved templates:
- ACN Provider Agreement; form number: ACN/PROVDR-2005, approved by the Department on June 24, 2005. Please see attached informational copy.

Arkansas Regulatory Requirements Addendum; form number: ACN/REGADM-11.03.AR, approved by the Department on November 13, 2003. Please see attached informational copy.

Company and Contact

Filing Contact Information

Ebony Terry, Compliance Analyst Ebony_N_Terry@uhc.com
4 Taft Court (301) 838-5611 [Phone]
Rockville, MD 20850 (301) 838-5676[FAX]

Filing Company Information

UnitedHealthcare of Arkansas, Inc.

CoCode: 95446

State of Domicile: Arkansas

Plaza West Building

Group Code:

Company Type: HMO

415 North McKinley Street, Suite 300

Little Rock, AK 72205 Group Name: State ID Number:

(952) 992-7428 ext. [Phone] FEIN Number: 63-1036819

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: \$50.00 per template

Per Company: No

Company Tracking Number:

TOI: HOrg02G Group Health Organizations - Health Sub-TOI: HOrg02G.002B Any Size Group - POS

Maintenance (HMO)

Product Name: HMO

Project Name/Number: UnitedHealthcare Provider Agreement/

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

UnitedHealthcare of Arkansas, Inc. \$100.00 12/03/2008 24301822

Company Tracking Number:

TOI: HOrg02G Group Health Organizations - Health Sub-TOI: HOrg02G.002B Any Size Group - POS

Maintenance (HMO)

Product Name: HMO

Project Name/Number: UnitedHealthcare Provider Agreement/

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Rosalind Minor	12/03/2008	12/03/2008

Company Tracking Number:

TOI: HOrg02G Group Health Organizations - Health Sub-TOI: HOrg02G.002B Any Size Group - POS

Maintenance (HMO)

Product Name: HMO

Project Name/Number: UnitedHealthcare Provider Agreement/

Disposition

Disposition Date: 12/03/2008

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number:

TOI: HOrg02G Group Health Organizations - Health Sub-TOI: HOrg02G.002B Any Size Group - POS

Maintenance (HMO)

Product Name: HMO

Project Name/Number: UnitedHealthcare Provider Agreement/

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	Arkansas Regulatory Requirements Addendum- informational only Redline	Approved-Closed	Yes
Form	AK Regualtory Addendum	Approved-Closed	Yes
Form	AK Provider Agreement Amendment	Approved-Closed	Yes

Company Tracking Number:

TOI: HOrg02G Group Health Organizations - Health Sub-TOI: HOrg02G.002B Any Size Group - POS

Maintenance (HMO)

Product Name: HMO

Project Name/Number: UnitedHealthcare Provider Agreement/

Form Schedule

Lead Form Number:

Review	Form	Form Type	e Form Name	Action	Action Specific	Readability	Attachment
Status	Number				Data		
Approved-	ACN/REGA	Other	AK Regualtory	Initial			2008 AK
Closed	DM-		Addendum				Regulatory
	10.08.AR						Addendum.pd
							f
Approved-	ACN/AMEN	NOther	AK Provider	Initial			Provider
Closed	D-2008		Agreement				Agreement
			Amendment				Amendment -
							final (2)AK.pdf

ARKANSAS REGULATORY REQUIREMENTS ADDENDUM

The following provisions will supplement and/or modify the Provider Agreement with respect to Covered Services rendered to Members in Arkansas. Unless otherwise defined in this Arkansas Regulatory Requirements Addendum ("Addendum"), all capitalized terms contained in this Addendum shall be defined as set forth in the Provider Agreement. In the event of a conflict or inconsistency with any term or condition in the Provider Agreement, the provisions in this Addendum control:

- 1. Continued Provision of Covered Services. If the Provider Agreement is terminated for any reason, Provider shall continue the provision of Covered Services to a Member who is receiving care from Provider in relation to a current episode of treatment for an acute condition on and after the effective date of such termination until the first to occur of: a) the current episode of treatment is completed; b) the end of 90 days; or c) the Member ceases to be covered by Payor. Provider shall be reimbursed in accordance with the Provider Agreement for all such Covered Services rendered subsequent to the termination of the Provider Agreement.
- 2. Member Hold Harmless. In the event that Payor fails to pay for Covered Services as set forth in the Provider Agreement, Member shall not be liable to Provider for any sums owed by Payor. Provider shall not collect or attempt to collect from Member any sums owed by Payor. Provider (and Provider's agents, trustees, or assignees) may not maintain an action at law against a Member to collect sums owed by Payor; nor make any statement, either written or oral, to any Member that makes demand for, or would lead a reasonable person to believe that a demand is being made for payment of any amounts owed by Payor.
- **Examinations.** During the term of the Provider Agreement and for three years after termination, Provider agrees to allow examination of medical records of Members and records of Provider in conjunction with an examination of Payor, conducted by the Arkansas Insurance Commissioner or Arkansas Director of the Department of Health, in accordance with Ark. Stat. § 23-76-122.
- 4. Customer Medical Records. Provider shall maintain an active record for each Customer who receives Covered Services from Provider. Such record shall be kept current, complete, legible and available to United and Arkansas regulatory agencies. Each medical record shall contain sufficient information and data to support diagnosis, plan of treatment and other pertinent medical information such as medical history and progress notes. Each entry in a Customer's medical record shall be indelibly added to the record, dated and signed or initialed by the person making the entry. Provider shall have a means of identifying the name and professional title of each individual who makes an entry into the record. At a minimum, the medical record shall include: identification of the Customer, patient history, known past surgical procedures, known past and current diagnoses and problems, and known allergies and untoward reactions to drugs. With regard to each episode of care, the Customer's medical record shall include: the reason for the encounter, evidence of the Provider's assessment of the Customer's health problems; current diagnosis of the Customer, including the results of any diagnostic testing; plan of treatment, including any therapies and health education; and medical history relevant to the current episode of care. Provider shall document that Provider has reviewed all outcomes of ancillary reports and taken follow-up actions regarding report results that are deemed significant by the Provider.
- 5. Provider Communication with Members. Nothing in the Provider Agreement shall be construed as prohibiting, restricting or penalizing Provider in any way for disclosing to a Member any health care information that Provider deems appropriate regarding the nature of treatment, risks or alternatives thereto, the availability of alternate therapies, consultations, or tests, the decision of utilization reviewers, or similar persons, to authorize or deny services, the process that is used to authorize or deny health care services or benefits, or information on financial incentives and structures used by Payor in the Provider Agreement.

- **6. Provider Input.** As requested by ACN, Provider shall provide input to ACN's medical policy, utilization management procedures, quality and credentialing criteria and medical management procedures.
- **7. Prompt Pay**. Payor shall pay Provider in accordance with claims processing and payment provisions contained in Arkansas Insurance Department Rule and Regulation 43, Unfair Claims Settlement Practices, Sections 11 through 15.
- **8. Recoupment.** Payor and Provider shall comply with the applicable requirements as set forth in Arkansas Code Annotated § 23-63-1801 <u>et seq.</u> and Arkansas Rule 85 regarding recoupment of paid claims.

AMENDMENT TO THE PROVIDER AGREEMENT

THIS AMENDMENT TO THE PROVIDER AGREEMENT ("Amendment") is effective [date] ("Effective Date") and is made by and between ACN Group, Inc. ("ACN") and the undersigned individual or group entity ("Provider").

WHEREAS, ACN desires to amend the Provider Agreement in accordance with the terms and conditions of this Amendment in order for Provider to provide Covered Services to additional lines of business.

WHEREAS, Provider desires to participate in additional networks of ACN in order to provide Covered Services to individuals who receive their coverage under benefit contracts not currently included in the Provider Agreement.

NOW, THEREFORE, in consideration of the covenants, terms, and conditions set forth in this Amendment:

- 1. Any capitalized term used but not defined in this Amendment shall have the definition assigned to it in the Provider Agreement.
- 2. Section [9.2 (5)] of the Provider Agreement is deleted in its entirety and replaced with the following:
 - [(5)] by Provider upon 60 days prior written notice to ACN due to an amendment made to this Agreement pursuant to Section 10.1 of this Agreement. This provision does not apply to an amendment that is for the sole purpose of allowing Provider to participate in additional networks of Participating Providers designated by ACN, including, but not limited to, Medicaid, government-sponsored, or workers' compensation programs.
- 3. Section [10.1] is deleted in its entirety and replaced with the following:
 - **[10.1 Amendment.]** ACN may amend this Agreement by sending a copy of the amendment to Provider at least 30 days prior to its Effective Date. The signature of Provider shall not be required UNLESS the amendment is for the purpose of allowing Provider to participate in additional networks of Participating Providers designated by ACN, including, but not limited to, Medicaid, government-sponsored, or workers' compensation programs. If the amendment is solely for the purpose of allowing Provider to participate in additional networks, Provider may choose not to participate in these networks. If Provider does not sign the amendment, the Agreement shall remain in effect without Provider participating in these additional networks.

ACN may also amend this Agreement to comply with the requirements of state and federal regulatory authorities, and shall give written notice to Provider of such amendment and its effective date. Unless such regulatory authorities direct otherwise, the signature of Provider will not be required.

4. Provider agrees to provide Covered Services included in Plan Summaries for the following networks. Provider understands that he/she may still elect to opt-out of specific programs pursuant to Section 2.2, Plan Summary, of the Provider Agreement. Payment for Covered Services provided by Provider shall be made by Payor. The obligation for payment of Covered Services provided by Provider is solely that of Payor and not that of ACN. For those programs Provider accepts participation in per Section 2.2., Provider agrees to cooperate and is required to abide by all of the programs, protocols and administrative procedures to be followed for Covered Services rendered to Members who are enrolled in the following programs that are checked:

		Medicaid program	
		Government-sponsored program other t	han Medicaid
		Workers' compensation benefit program	ı
		DER UNDERSTANDS THAT HE/SHE ORKS AS AGREED TO IN PRIOR COMM	E MAY BE PARTICIPATING IN ADDITIONAL MUNICATIONS.
5.		icable, a state-specific Medicaid Regula Iment and is hereby made a part of the Pi	atory Requirements Appendix is attached to this rovider Agreement.
6.	sponso		uirements appendix or a specific government- is Amendment and is hereby made a part of the
7.		cable, a Worker's Compensation Regula	atory Requirements Appendix is attached to this rovider Agreement.
8.		er provisions of the Provider Agreeme cally modified by this Amendment.	ent shall remain in full force and effect unless
Mail Ro 6300 O	Ison Me	nc. 010-W120 morial Highway MN 55427	[Provider] [address] [city, state zip code]
Ву:			Ву:
Title:			Title:

SERFF Tracking Number: UHLC-125901980 State: Arkansas ${\it United Health care\ of\ Arkansas,\ Inc.}$ State Tracking Number: 40998

HOrg02G Group Health Organizations - Health Sub-TOI:

Filing Company:

HOrg02G.002B Any Size Group - POS

Maintenance (HMO)

НМО Product Name:

Project Name/Number: UnitedHealthcare Provider Agreement/

Rate Information

Company Tracking Number:

TOI:

Rate data does NOT apply to filing.

Company Tracking Number:

TOI: HOrg02G Group Health Organizations - Health Sub-TOI: HOrg02G.002B Any Size Group - POS

Maintenance (HMO)

Product Name: HMO

Project Name/Number: UnitedHealthcare Provider Agreement/

Supporting Document Schedules

Review Status:

Review Status:

Bypassed -Name: Certification/Notice Approved-Closed 12/03/2008

Bypass Reason: Not Required

Comments:

Review Status:

Bypassed -Name: Application Approved-Closed 12/03/2008
Bypass Reason: Not Required

Comments:

Review Status:

Bypassed -Name: Health - Actuarial Justification Approved-Closed 12/03/2008

Bypass Reason: Not Required

Comments:

Satisfied -Name: Arkansas Regulatory Requirements Approved-Closed 12/03/2008

Addendum- informational only

Redline

Comments:

Redline comparison for reviewing purposes only.

Attachment:

COMPARISON AR Reg Add.pdf

Arkansas Regulatory Requirements Addendum ARKANSAS REGULATORY REQUIREMENTS ADDENDUM

The following provisions will supplement and/or modify the <u>Provider Agreement</u> with respect to Covered Services rendered to Members in <u>the state of Arkansas Arkansas</u>. <u>Unless otherwise defined in this Arkansas Regulatory Requirements Addendum ("Addendum")</u>, all capitalized terms contained in this <u>Addendum shall be defined as set forth in the Provider Agreement</u>. In the event of a conflict or inconsistency with any term or condition in the <u>Provider Agreement</u>, the provisions in this Addendum-shall control:

- 1. Continued Provision of Covered Services. If this the Provider Agreement is terminated for any reason, Provider shall continue the provision of Covered Services to a Member who is receiving care from Provider in relation to a current episode of treatment for an acute condition on and after the effective date of such termination until the first to occur of: (a) the current episode of treatment is completed;—(b) the end of minety (90) days; or (c) the Member ceases to be covered by the PlanPayor. Provider shall be reimbursed in accordance with this the Provider Agreement for all such Covered Services rendered subsequent to the termination of this the Provider Agreement.
- 2. Member Hold Harmless. In the event that ACN or Payor fails to pay for Covered Services as set forth in thisthe Provider Agreement, Member shall not be liable to Provider for any sums owed by ACN or Payor. Provider shall not collect or attempt to collect from Member any sums owed by ACN or Payor. Provider (and Provider's agents, trustees, or assignees) may not maintain an action at law against a Member to collect sums owed by ACN or Payor; nor make any statement, either written or oral, to any Member that makes demand for, or would lead a reasonable person to believe that a demand is being made for payment of any amounts owed by ACN or Payor.
- 3. **Examinations.** During the term of thisthe Provider Agreement and for three (3)—years after termination, Provider agrees to allow examination of medical records of Members and records of Provider in conjunction with an examination of ACNPayor, conducted by the Arkansas Insurance Commissioner or Arkansas Director of the Department of Health, in accordance with Arkansas Statutes SectionArk. Stat. § 23-76-122.
- 4. Customer Medical Records. Provider shall maintain an active record for each Customer who receives Covered Services from Provider. Such record shall be kept current, complete, legible and available to United and Arkansas regulatory agencies. Each medical record shall contain sufficient information and data to support diagnosis, plan of treatment and other pertinent medical information such as medical history and progress notes. Each entry in a Customer's medical record shall be indelibly added to the record, dated and signed or initialed by the person making the entry. Provider shall have a means of identifying the name and professional title of each individual who makes an entry into the record. At a minimum, the medical record shall include: identification of the Customer, patient history, known past surgical procedures, known past and current diagnoses and problems, and known allergies and untoward reactions to drugs. With regard to each episode of care, the Customer's medical record shall include: the reason for the encounter, evidence of the Provider's assessment of the Customer's health problems; current diagnosis of the Customer, including the results of any diagnostic testing; plan of treatment, including any therapies and health education; and medical history relevant to the current episode of care. Provider shall document that Provider has reviewed all outcomes of ancillary reports and taken follow-up actions regarding report results that are deemed significant by the Provider.

- **Provider Communication with Members.** Nothing in this the Provider Agreement shall be construed as prohibiting, restricting or penalizing Provider in any way for disclosing to a Member any health care information that Provider deems appropriate regarding the nature of treatment, risks or alternatives thereto, the availability of alternate therapies, consultations, or tests, the decision of utilization reviewers, or similar persons, to authorize or deny services, the process that is used to authorize or deny health care services or benefits, or information on financial incentives and structures used by ACN or Payor in this the Provider Agreement.
- **Provider Input.** As requested by ACN, Provider shall provide input to ACN's medical policy, utilization management procedures, quality and credentialing criteria and medical management procedures.
- **6.7. Prompt Pay.** Payor shall use best reasonable efforts to make payment to Provider within 45 calendar days of receipt of a clean written claim or 30 calendar days of receipt of a clean electronic claim.pay Provider in accordance with claims processing and payment provisions contained in Arkansas Insurance Department Rule and Regulation 43, Unfair Claims Settlement Practices, Sections 11 through 15.

Medicare+Choice Regulatory Appendix

The requirements in this Appendix supplement the Agreement between Provider and ACN.

Provider has agreed to provide services to Medicare Members under Medicare+Choicecontracts between the Centers for Medicare and Medicaid Services (CMS) and
Medicare+Choice Organizations. Applicable Medicare+Choice regulations and CMSguidelines require that these provisions be part of this Agreement. For
Medicare+Choice plans, this Appendix supersedes any inconsistent provisions that may
be found elsewhere in this Agreement.

Data. Provider will cooperate with ACN in ACN's efforts to report to CMS all statistics and other information related to ACN's business, as may be requested by CMS or Payor. Provider will send ACN all encounter data and other program-related information requested by ACN, within the timeframes specified by ACN, in a form that meets Medicare program requirements. By submitting encounter data to ACN, Provider is representing to ACN and upon ACN's request, Provider will certify in writing, that the data is accurate, complete and truthful, based on Provider's best knowledge, information and belief. If any of this data turns out to be inaccurate or incomplete, according to Medicare+Choice rules, payment may be withheld.

Policies. Provider will cooperate and comply with all of Payor's and ACN's policies and procedures, credentialing requirements and the Operations Manual.

Payment. Payor will promptly process and pay Provider's claim no later than 60 days after it has received all appropriate information as described in applicable administrative procedures, unless a shorter time frame is required by applicable state statutes and regulations. If Provider is responsible for making payment to subcontracted providers, Provider will pay them within the same timeframe.

Member Protection. Provider agrees that in no event, including but not limited to, non-payment by Payor or an intermediary, insolvency of Payor or an intermediary, or breach by ACN of this Agreement, Provider will not bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member or person (other than ACN or an intermediary) acting on behalf of the Member for Covered Services provided pursuant to this Agreement. This provision does not prohibit Provider from collecting copayments, coinsurance or fees for services not covered under the Member's Benefit Contract and delivered on a fee-for-service basis to the Member. This provision does not prohibit Provider and

a Member from agreeing to continue services solely at the expense of the Member, as long as Provider has clearly informed the Member that the Benefit Contract may not cover or continue to cover a specific service or services.

In the event of Payor's or an intermediary's insolvency or other cessation of operations or termination of the contract with CMS, Provider will continue to provide Covered Services to Members through the period for which premium has been paid on behalf of the Member.

The provisions of this section will be construed in favor of the Member, will survive the termination of this Agreement regardless of the reason for termination, including ACN's insolvency, and will supersede any oral or written contrary agreement between Provider and a Member or the representative of a Member if the contrary agreement is inconsistent with this section.

For the purpose of this section, an "intermediary" is a person or entity authorized to negotiate and execute this Agreement on behalf of Provider or on behalf of a network through which Provider elects to participate.

Laws. Provider and ACN will comply with all applicable Medicare laws, regulations and CMS instructions, and will cooperate with the other's efforts to comply. Provider will also cooperate with ACN and Payor in their efforts to comply with the contract with CMS.

Records. The Secretary of Health and Human Services (the "Secretary"), the Comptroller General, Payor and ACN will have the right to audit, evaluate or inspect any books, contracts, medical records, patient care documentation and other records belonging to Provider that pertain to this Agreement or other program-related matters deemed necessary by the person conducting the audit, evaluation or inspection. This right shall extend through 6 years from the last day of a CMS-contract period, or completion of any audit, whichever is later, or longer in certain instances described in the applicable Medicare+Choice regulations. Provider will make Provider's premises, facilities and equipment available for these activities.

Provider will maintain medical records in an accurate and timely manner. Provider will ensure that Members have timely access to medical records and information that pertains to them. Provider and ACN will safeguard the privacy of any health information that identifies a Member, and abide by all federal and state laws regarding privacy, confidentiality and disclosure of medical records and other health and Member information.

Accountability. Provider agrees that Payor and ACN oversee and are accountable to CMS for any responsibilities that are contained in Payor's contract with CMS, including those that may be delegated to Provider or others. Any responsibilities that are delegated must be specified in a written arrangement with the other party. The arrangement must include any reporting requirements, a right of revocation, performance monitoring by Payor and ACN, ongoing review, approval and auditing of the credentialing processes, if applicable, and compliance with all applicable Medicare laws, regulations and CMS instructions.

Subcontracts. If Provider has downstream arrangements with other providers to deliver Covered Services to ACN's Members, Provider will ensure that Provider's contracts with those subcontracted providers contain all of the provisions in this Appendix, and will provide proof to ACN upon request.

8. Recoupment. Payor and Provider shall comply with the applicable requirements as set forth in Arkansas Code Annotated § 23-63-1801 et seq. and Arkansas Rule 85 regarding recoupment of paid claims.

Document comparison done by DeltaView on Thursday, November 13, 2008 3:21:46 PM

Input:	
Document 1	file://C:/Documents and Settings/cknobla/Desktop/New ACN Arkansas Regulatory Addendum 9-03.doc
Document 2	file://C:/Documents and Settings/cknobla/Desktop/2008 AR Regulatory Addendum.doc
Rendering set	Standard

Legend:		
<u>Insertion</u>		
Deletion		
Moved from		
Moved to		
Style change		
Format change		
Moved deletion		
Inserted cell		
Deleted cell		
Moved cell		
Split/Merged cell		
Padding cell		

Statistics:		
	Count	
Insertions	24	
Deletions	44	
Moved from		
Moved to		
Style change		
Format changed		
Total changes	70	